

RIGHT OF WAY AGREEMENT

Fred Cochran & wife

TO

Natural Gas Pipeline Company of America

Received for record July 31 19 58  
at 9:45 o'clock A M.  
#3174 Mary E. Welty  
Recorder  
Deputy  
Fee \$ 1.60

RIGHT OF WAY AGREEMENT  
(Standard)

R/W No. 301  
Line No. I-3  
County Madison  
State of Iowa

KNOW ALL MEN BY THESE PRESENTS: That the undersigned  
Fred Cochran & Blanche E. Cochran, His Wife

(herein referred to in the singular as GRANTOR, whether one or more, the owner of the real estate herein described, for valuable consideration received, does hereby grant, convey, and warrant to NATURAL GAS PIPELINE COMPANY OF AMERICA (herein called GRANTEE), its successors and assigns, the Right of Way and Easement in and in respect to the following real estate in Madison County, State of Iowa:

The Southeast Quarter of Section 23, in Township 74 North,  
of Range 29 West of the 5th P. M., Madison County, Iowa.

to construct thereon and to reconstruct, operate, maintain, repair, alter, replace, move and remove an initial pipeline, and any additional pipelines desired by Grantee for the transportation of gas, oil, or other substances transportable by pipeline, at route or routes selected by Grantee, together with such surface or subsurface appliances and facilities in Grantee's judgment necessary or convenient for the operation of any such pipeline; to have right of ingress and egress over and under the land for any such purposes, and all rights necessary or convenient for the enjoyment of said activities; Grantor hereby releasing and waiving all rights and benefits under applicable homestead exemption laws.

TO HAVE AND TO HOLD said Right of Way and Easement unto said Grantee, its successors and assigns, until a pipeline be constructed thereon and so long thereafter as any pipeline be maintained thereon.

And in consideration thereof the parties agree:

1. ~~Grantee covenants and agrees that it will bury all pipelines constructed hereunder below plow depth; and that it will pay to the then owner/s of said real estate and to any tenant or lessee thereof, as their respective interests may appear, any damage to fences, improvements, growing crops and timber which may be caused by the exercise of the rights granted hereby.~~

2. Grantee covenants and agrees that it will bury all pipelines constructed hereunder below plow depth; and that it will pay to the then owner/s of said real estate and to any tenant or lessee thereof, as their respective interests may appear, any damage to fences, improvements, growing crops and timber which may be caused by the exercise of the rights granted hereby.

3. Grantee shall have the right, from time to time, to cut all trees, undergrowth, and other obstructions, that, in its judgment, may injure, endanger or interfere with the full enjoyment of the rights granted hereby. Grantor shall not construct, nor permit to be constructed, any house, structure or other obstruction in the immediate vicinity of any facility constructed hereunder, without the consent of Grantee.

4. ~~Grantee shall have the right, from time to time, to cut all trees, undergrowth, and other obstructions, that, in its judgment, may injure, endanger or interfere with the full enjoyment of the rights granted hereby. Grantor shall not construct, nor permit to be constructed, any house, structure or other obstruction in the immediate vicinity of any facility constructed hereunder, without the consent of Grantee.~~

5. Grantor and Grantee agree that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

Grantee further agrees not to damage more than 100 feet in width during construction of said pipeline.

Grantee shall pay to grantors as their interest may appear, the sum of \$3.00, per lineal rod for the line across said real estate.

Grantors represent that the above described land is rented for the period beginning March 1 19 58,  
to March 1 19 59, on crop basis, to Wendell Kirk  
(Cash or Crop) (Tenant's Name)  
Executed this 25th day of July 19 58

In consideration of \$3.00 in hand paid, the undersigned tenant in possession of the real estate described in the foregoing Right of Way Agreement joins, to the extent of his interest, therein.

Dated this 25th day of July 19 58.

Wendell Kirk (SEAL)  
Wendell Kirk

Fred Cochran  
Fred Cochran  
Blanche E. Cochran  
Blanche E. Cochran

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF \_\_\_\_\_, SS.  
On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_, before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_,

to me known to be the person named in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ voluntary act and deed.

(SEAL)

My Commission expires: \_\_\_\_\_

Notary Public

JOINT ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF Madison, SS.  
On this 25th day of July 19 58, before me Jno. N. Hartley  
personally appeared Fred Cochran and Blanche E. Cochran

his wife, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(SEAL)

My Commission expires: \_\_\_\_\_

July 4th, 1960

NOTARIAL  
SEAL

Jno. N. Hartley  
Notary Public

CORPORATION ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF \_\_\_\_\_, SS.  
On this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_, before me, a Notary Public, in and for said county,  
personally appeared \_\_\_\_\_, to me personally known,

who being by me duly sworn did say that he is \_\_\_\_\_ of said \_\_\_\_\_,

that the seal affixed to said instrument is the seal of said corporation and

by authority of its board of directors and said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it voluntarily executed.

(SEAL)

My Commission expires: \_\_\_\_\_

Notary Public